

**Certificate of Notice Page 1 of 4**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
 Dennis J. Donchez  
 Dennis J. Donchez  
 Debtors

Case No. 14-18097-ref  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: Keith  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Feb 22, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 24, 2018.

db #+Dennis J. Donchez, MAILING ADDRESS:, PO Box 185, Hamburg, PA 19526-0185

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update.  
 While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 24, 2018

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 22, 2018 at the address(es) listed below:

ANDREW SPIVACK on behalf of Creditor Wells Fargo Bank, N.A. paeb@fedphe.com  
 DENISE ELIZABETH CARLON on behalf of Creditor MTGLQ INVESTORS, LP bkgroup@kmllawgroup.com  
 FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf\_frpa@trusteeel13.com  
 GEORGE M. LUTZ on behalf of Debtor Dennis J. Donchez glutz@hvmlaw.com,  
 amerkey@hvmlaw.com;r49419@notify.bestcase.com  
 JEROME B. BLANK on behalf of Creditor Wells Fargo Bank, N.A. paeb@fedphe.com  
 JOSEPH ANGEO DESOYE on behalf of Creditor Wells Fargo Bank, NA paeb@fedphe.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor MTGLQ INVESTORS, LP bkgroup@kmllawgroup.com,  
 bkgroup@kmllawgroup.com  
 LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com,  
 ecf\_frpa@trusteeel13.com  
 MATTEO SAMUEL WEINER on behalf of Creditor Wells Fargo Bank, N.A. bkgroup@kmllawgroup.com  
 PAUL WILLIAM CRESSMAN on behalf of Creditor Wells Fargo Bank, N.A. paeb@fedphe.com  
 REBECCA ANN SOLARZ on behalf of Creditor MTGLQ INVESTORS, LP bkgroup@kmllawgroup.com  
 THOMAS I. PULEO on behalf of Creditor MTGLQ INVESTORS, LP tpuleo@kmllawgroup.com,  
 bkgroup@kmllawgroup.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 13

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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Dennis J. Donchez	<u>Debtor(s)</u>	CHAPTER 13
MTGLQ Investors, LP	<u>Movant</u>	NO. 14-18097 REF
vs.		
Dennis J. Donchez	<u>Debtor(s)</u>	
Frederick L. Reigle Esq.	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$43,898.74**, which breaks down as follows;

Post-Petition Payments:	August 2015 through December 2016 at \$1,438.44/ month for a total of \$24,453.48
	January 2017 through December 2017 at \$1,738.31/month for a total of \$20,859.72
Suspense Balance:	\$1,414.46
<b>Total Post-Petition Arrears</b>	<b>\$43,898.74</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

- Within seven (7) days of the filing of this Stipulation, Debtor(s) shall tender a down payment of **\$33,468.88**.
- A payment of \$3,476.62 shall be made by December 31, 2017.
- A payment of \$3,476.62 shall be made by January 31, 2018.
- A payment of \$3,476.62 shall be made by February 28, 2018.
- Beginning January 1, 2018 and continuing thereafter, Debtor(s) shall pay the present regular monthly payment of **\$1,738.31** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), the address below:

Rushmore Loan Management Services  
PO Box 52708  
Irvine, CA 92619-2708

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

10. *The authenticity is hereby reinstated.*

Date: December 14, 2017

By: /s/ Rebecca A. Solarz  
Rebecca A. Solarz, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
(215) 627-1322 FAX (215) 627-7734

Date: February 22, 2018

  
George M. Lutz Esq.  
Attorney for Debtor(s)

Approved by the Court this 22 day of February, 2018. However, the court  
retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Richard E. Fehling